

September 30, 2010

WV Secretary of State
Public Division
State Capitol, 1900 Kanawha Blvd., East
Bld 1, Room 157-K
Charleston, WV 25305

9-30-10

**RE: Filing contract extension between Save Our Aging Religious, Inc. and
Creative Direct Response, Inc.**

VIA UPS DELIVERY

Dear Sir or Madam:

I am writing on behalf of my client, Creative Direct Response, Inc. ("CDR") who is registered with your office as a professional fund-raising counsel.

In June, 2008, my office filed a new contract between CDR and Save Our Aging Religious, Inc. ("SOAR"), with your office. The contract's term was for two years, from 7/1/08 through 6/30/10. In June, 2010 an extension to the original agreement was filed extending the contract for another three months through September 30, 2010. Please now find enclosed an Addendum to this contract extending the contract for an additional three years to September 30, 2013.

Please note that at all times all solicitations will be made by SOAR, all funds received will be received directly by SOAR and deposited in accounts controlled by SOAR alone. Any fees earned by CDR will be paid separately by SOAR and will not come directly from proceeds of any solicitation activity.

Thank you for supplementing your office's registration records on CDR with this information.

Charles H. Nave, P.C.

By:



Charlie Nave, Esq.

Enclosure(s): contract

Addendum 3 to SOAR! and Creative Direct Response, Inc. Contract

This is an update to the contract between Creative Direct Response, Inc. and Support Our Aging Religious, Inc. dated July 1, 2003 (Attachment 1 hereto) and the Addendum to the contract between Creative Direct Response, Inc. and Support Our Aging Religious, Inc. dated June 6, 2008 (Attachment 2 hereto).

WHEREAS, Creative Direct Response, Inc. ("CDR") and Support Our Aging Religious, Inc. ("SOAR!") have already entered a contract dated July 1, 2003; and

WHEREAS, the parties desire to further clarify the existing terms of said contract as they relate to changes in the dates and fee structure;

THE PARTIES HEREBY AGREE, notwithstanding any language to the contrary anywhere else in the contract or the addendum, as follows:

Beginning October 1, 2010, the term of this contract shall be from October 1, 2010 to September 30, 2013.

The new fee structure shall be a retainer of \$6,500 per month. CDR shall offer SOAR! copywriting options for SOAR!'s direct-mail packages, with pricing as follows:

- \$750 per donor letter
- \$750 per 2-page acquisition letter
- \$1,000 per 4-page acquisition or donor letter
- \$400 per follow-up letter
- \$30 per one thousand pieces (1,000) mailed, per annual basis, if acquisition quantity meets or exceeds 400,000 pieces. Only pieces that exceed 400,000 will be charged at a fee of \$30 per one thousand pieces mailed.

To comply with current state laws, the following language is now entered into the contract and shall supersede any previous language with which it may conflict:

California/Right to Cancel

For purposes of registration in California, the Agreement shall be modified to add the following sections:

A. SOAR! has the right to cancel this contract without cost, penalty or liability for a period of 10 days following the date on which the contract is executed. SOAR! may cancel the contract by serving a written notice of cancellation to CDR. If such notice is mailed, it shall be sent by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five calendar days from the date of mailing.

B. Following the initial 10-day cancellation period, SOAR! may terminate this contract by giving 30 days' written notice. If such notice is mailed, it shall be sent by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five calendar days from the date of mailing. In the event of termination under this subdivision, SOAR! shall be liable for services provided by CDR to the effective date of the termination.

North Carolina, Washington, & Georgia/"Supervision" Issue

For purposes of interpreting this contract under the laws of North Carolina, Washington, Georgia and the laws of any other states that are substantially similar to the North Carolina Charitable Solicitation Act (codified at N.C. Stat. § 131F-1 et seq.), the parties hereby further agree, notwithstanding any language to the contrary anywhere else in the contract, as follows:

SOAR! will conduct its own solicitations activities. At all times, SOAR! will have the sole and final authority to approve solicitation materials and content, to set mail plans and schedules, to select mailing lists, and to control all other aspects of the solicitation process.

SOAR! alone will supervise the solicitation process. For the purposes of this addendum, the term "supervise" is defined to mean the ability to direct, approve or sign off on a mailing.

CDR will not, at any time, directly mail any solicitation material on behalf of SOAR!. CDR will not supervise, as that term is defined herein, the solicitation process. CDR will not have the authority to approve solicitation materials and/or content, to set or approve final mail plans and schedules, to select mailing lists, or to control any other aspect of the solicitation process.

CDR may train and advise SOAR! or SOAR!'s agents, employees or volunteers regarding solicitation plans or "best practices," as long as CDR performs these services before or in a place and manner separate from any actual direct solicitation activity. CDR will advise SOAR! regarding the performance of SOAR!'s agents, employees and volunteers to ensure that the mail program established and approved by SOAR! is executed in accordance with SOAR!'s instructions.

If SOAR! chooses to engage in any "jointly conducted activities," CDR will only consult and propose strategies for SOAR!'s "jointly conducted activities." The phrase "jointly conducted activities" refers to activities conducted solely by SOAR! as its own joint public education and fundraising activities pursuant to AICPA SOP 98-2 and not activities conducted jointly with or by CDR. As with all other solicitation activity contemplated by the contract, CDR will not directly mail such material, nor will it have the authority to approve such materials and/or content, or to set or approve mail plans and schedules, or to finally approve mailing lists, or to control any other aspect of the SOAR!'s joint solicitation-public education process.

CDR shall ensure that its business practices are wholly consistent with the terms of this addendum.

Pennsylvania, etc./Contract Registration & Date of Commencement

For purposes of registration in Pennsylvania: Consulting services by CDR with respect to solicitation in Pennsylvania will commence on the date provided elsewhere in this contract or 10 working days after this Agreement is received by the Bureau of Charitable Organizations, whichever date is later.

Similarly, for purposes of registration in other states requiring registration and/or filing of contracts between professional fundraising consultants and charitable organizations, consulting services by CDR with respect to solicitation in any particular state will not commence until this contract is properly registered in that state.

New York

Financial Agreement: As required by the New York State Executive Law and 19 NYCRR Part 800, the parties further agree to the following financial arrangement in New York State. The costs per unit for the services described in Paragraph 2 are in accordance with the Schedule provided in Paragraph 3.

In witness whereof, the parties have caused this Addendum 3 to be executed by their respective duly authorized officers as of the latest date set forth below.

SUPPORT OUR AGING RELIGIOUS, INC.

By: Sister Kathleen Lunsman, IHM Name

Sister Kathleen Lunsman, IHM, President Title

13 September 2010 Date

and By: Patricia Gorman Name

Patricia Gorman Title

9/16/2010 Date

CREATIVE DIRECT RESPONSE, INC.

By: Jeffrey W. Peters Name

Title

Date



Creative Direct Response, Inc. is a founding member of the Association for Direct Response Fundraising Council and rigorously subscribes to and abides by its ethical standards.

**ADDENDUM TO AGREEMENT BETWEEN
CREATIVE DIRECT RESPONSE, INC.
AND
SAVE OUR AGING RELIGIOUS, INC**

For good and valuable consideration, including the renewal of the mutual promises made by the parties therein and the receipt of which is hereby acknowledged by both parties, Save Our Aging Religious, Inc. and Creative Direct Response, Inc. hereby agree to modify their July 1, 2008 Agreement concerning the conduct of direct mail fundraising and educational campaigns. The purpose of this amendment is, by mutual consent, to make one (1) change, as indicated:

TERM: The 7/1/2008 contract addendum, paragraph four (4), is modified so that term of the contract is extended until 9/31/2010.

In Witness Whereof, the parties have approved and executed this Addendum as of the dates indicated below.

SAVE OUR AGING RELIGIOUS, INC.

Patricia Loman

Date: June 2, 2010

Deborah Hull

Date: June 2, 2010

CREATIVE DIRECT RESPONSE, INC.

Geoffrey W. Peters

Date: May 23, 2010



CREATIVE DIRECT RESPONSE, Inc. is a founding member of the Association for Direct Response Fundraising Council and rigorously subscribes to and abides by its ethical standards.

**Addendum to the Contract Between
Creative Direct Response, Inc. and
Support Our Aging Religious, Inc.**

WHEREAS, Creative Direct Response, Inc. ("CDR") and Support Our Aging Religious, Inc. ("SOAR") have already entered a contract dated July 1, 2003; and

WHEREAS, the parties desire to further clarify the existing terms of said contract as they relate to the change in the fee structure from a monthly retainer of \$5,500.00 per month to a new retainer of \$6,000 per month.

THE PARTIES HEREBY AGREE, notwithstanding any language to the contrary anywhere else in the contract or the addendum, as follows:

Beginning July 1, 2008, the term of this contract shall be from July 1, 2008 to June 30, 2010.

SOAR will conduct its own solicitations activities. At all times, SOAR will have the sole and final authority to approve solicitation materials and content, to set mail plans and schedule, to select mailing lists, and to control all other aspects of the solicitation process.

SOAR alone will supervise the direct mail solicitation process. For the purposes of this addendum, the term "supervise" is defined to mean the ability to direct, approve or sign off on a mailing.

CDR will not, at any time, directly mail any solicitation material on behalf of SOAR. CDR will not supervise, as that term is defined herein, the solicitation process. CDR will not have the authority to approve solicitation materials and/or content, to set or approve final mail plans and schedules, to select mailing lists, or to control any other aspect of the solicitation process.

CDR may train and advise the client or the client's agents, employees, or volunteers regarding solicitation plans or "best practices" so long as CDR performs these services before or in a place and manner separate from any actual direct solicitation activity. CDR will advise the client regarding the performance of the client's agents, employees, and volunteers to insure that the mail program established and approved by the client is executed in accordance with the client's instructions.

CDR will only consult and propose strategies for the client's "jointly conducted activities." The phrase "jointly conducted activities" refers solely to activities conducted solely by the client as its own joint public education and fundraising activities pursuant to AICPA SOP 98-2 and not activities conducted jointly with or by CDR. As with all other solicitation activity contemplated by the contract, CDR will not directly mail such material, nor will it have the authority to approve such materials and/or content, or to set or approve mail plans and schedule, or to finally approve mailing lists, or to control any other aspect of the client's joint solicitation-public education process.

CDR shall insure that its business practices are wholly consistent with the terms of this addendum.

To the extent that any language in the original contract and language in this addendum conflict, the language in this addendum controls.

In witness whereof, the parties have caused this addendum to be executed by their respective duly authorized officers as of the latest date set forth below:

SUPPORT OUR AGING RELIGIOUS, INC.:

By: Dr. Patricia A. Sullivan

Name

President

Title

06-06-08

Date

and By: Mr. F. J. ...

Name

Treasurer

Title

6-16-08

Date

CREATIVE DIRECT RESPONSE, INC.:

By: Gregory W. Katus

Name

President & CEO

Title

6/17/08

Date



Support Our Aging Religious, Inc.

900 Varnum Street, NE • Washington, DC 20017



USA 41

Mr. Ray Grace
Creative Direct Response
16900 Science Drive, Suite 210
Barnie, MD 20715

**AGREEMENT BETWEEN
CREATIVE DIRECT RESPONSE, INC.
AND
SUPPORT OUR AGING RELIGIOUS, INC.**

This Agreement between Creative Direct Response, Inc., a Maryland corporation located at 1670 Village Green, Crofton, MD 21114 ("CDR"), and Support Our Aging Religious, Inc., a nonprofit organization incorporated under the laws of Maryland, located at 1400 Spring Street, Suite 320, Silver Spring, MD 20910-2735 ("SOAR!").

WHEREAS, SOAR! is a national, nonprofit organization which provides grants for specific projects related to the care of elderly Catholic nuns, Brothers and priests, and educates the public of the need to support programs for aging religious. SOAR! has an active outreach program to inform Catholics and other interested Christians of the financial plight of older priests, nuns and brothers who, through no fault of their own, are suffering financial hardships due to a lack of retirement income and other resources. SOAR!'s mailing program seeks to inform more and more concerned citizens and by renewal mailings give them progress updates of those they were able to help.

WHEREAS, CDR has extensive experience in consulting with and advising national nonprofits regarding the design and development of program service materials and calls to action when combined with other communications and, when appropriate, the appeal for public support, and further CDR is a charter/founding member of the Association for Direct Response Fundraising Counsel and a subscriber to its code of ethics; and

WHEREAS, SOAR! is in need of the expertise and advice on public communication, calls to action, and appeals for public support; and

WHEREAS, the parties desire that CDR provide counsel and advice to SOAR! in the conduct of its program to reach out to the general public to provide information, education and requests for action and, at the same time, combine such contacts with the appeal for financial support when appropriate.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the parties agree as follows:

1. Exclusive Relationship.

The parties desire that CDR provide counsel and advice to SOAR!! in the conduct of a series of discrete campaigns to reach out to interested individuals with a call to action that will help SOAR!! reach its mission goals and, at the same time, when appropriate, include an incidental request for support. SOAR!! hereby retains CDR to represent SOAR!! as its exclusive direct mail consultant in the United States in the conduct of all SOAR!!'s direct mail efforts to educate the general public about SOAR!!, the needs of the aging religious and about the plight of elderly priests, nuns and brothers, the need for their prayers and volunteer help at retirement facilities, as well as to educate the public on the need to support certain religious communities by taking affirmative action other than providing financial assistance to support the program of SOAR! such as volunteering at the retirement homes, offering their professional help (legal and medical) to the facilities and gifts in kind to remodel the homes and, at the same time, when appropriate, to secure financial and other support. The program shall hereinafter be referred to as the SOAR! Outreach Program". SOAR!! agrees during the term of this agreement, and any extensions thereof, not to retain or pursue the services of any other person or organization to provide services similar

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to those provided by CDR in connection with SOAR!!'s program, nor shall SOAR!! conduct its own direct mail program that includes an appeal for public support. However, nothing herein shall prevent SOAR!! from conducting its own public education and fundraising activities through newsletters, individual as opposed to mass mailings, "high dollar" or deferred giving solicitations or by other methods not similar to the direct mail services being provided by CDR. Mass mailings are defined as mailings of more than 5,000 pieces. CDR shall, however, have the right to bid on and be considered for such work not covered by this Agreement, except for such as SOAR!! performs "in-house."

2. CDR Services.

CDR agrees to provide advice and counsel and to make recommendations in connection with the preparation of the components of the SOAR!!'s Outreach Program, which advice and counsel may include, upon authorization hereby granted, the following services to support SOAR!!'s in meeting its public education, membership, volunteer recruitment, and SOAR!!'s Outreach Program objectives:

A. Creative and production support. CDR, at the request, on behalf and with approval of SOAR!!, and always in a consulting and advisory capacity, shall cause to be created, produced, and/or mailed direct mail packages for its SOAR!! Outreach Program. CDR shall recommend to SOAR!! marketing methods, mail dates, copy, type or format of mailings, list selections, and quantities to be mailed to achieve SOAR! Outreach Program objectives.

B. Purchased services and materials. CDR, at the request, on behalf and with approval of SOAR!, and always in a consulting and advisory capacity, shall arrange with vendors to provide the necessary services and materials for carrying out the SOAR! Outreach Program. Such services shall include, but not be limited to, artwork, printing, typesetting, photography, list rentals, and mailing. CDR will, always subject to SOAR!'s approval, select the vendors for any work performed under this Agreement, and shall use reasonable efforts to obtain the best market prices and/or rates for purchased services and materials. Services and materials will be ordered in the name of SOAR! and will be paid or reimbursed as provided in this Paragraph and Paragraph 4. CDR shall act only as SOAR!'s agent in the ordering of services and materials.

Vendor discounts, refunds, rebates, or other such benefits relating to any specific mailing shall be recognized as credits to SOAR! and not as additional fees to CDR. Purchase orders supported by documentation such as competitive bids shall be provided as soon as reasonably possible to SOAR!. Postal receipts showing actual drop counts along with any revisions to the originally approved budget showing the mailing elements and expected actual costs will be provided to SOAR! as soon as reasonably possible.

CDR, acting at the request, on behalf and with approval of SOAR!, and always in a consulting and advisory capacity, will be responsible for producing mailings, doing research, writing copy, printing materials, securing lists and arranging mailings to achieve SOAR! Outreach Program objectives. In addition, CDR agrees to supervise the implementation of such work, whether performed directly, through affiliates, or through independent suppliers. SOAR! will be responsible for responding to special information requests by donors, members, volunteers, the public and other interested parties, writing and mailing special thank you letters to donors as appropriate, and all fulfillment activities except as agreed between the parties.

C. List rental. CDR's National Fundraising Lists ("NFL") division, at the request, on behalf and with approval of SOAR!, and always in a consulting and advisory capacity shall act as SOAR!'s list broker for the rental of mailing lists for SOAR! mailings done by CDR. NFL shall seek to identify lists of people

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who might have an interest in the outreach programs of SOAR! or who might assist SOAR! achieve its Outreach Program objectives such as lists of known Catholics, and not just lists of those who might make financial contributions to SOAR!. NFL shall be entitled to receive the standard list broker's commission on the list rental rate from lists rented on behalf of SOAR!. SOAR! agrees that NFL shall be entitled to receive full brokerage commission for the use of NFL managed mailing lists at standard industry rates and terms. These fees are in addition to the agency fees outlined in Paragraph 3 of this Agreement and not in lieu thereof. SOAR! agrees to make its names available for such rental and exchanges. NFL services and fees are covered in a separate agreement.

D. Costs and expenses. SOAR! shall advance postage from its own funds or from funds borrowed for that purpose. CDR agrees not to destroy any inventory without the approval of SOAR!. SOAR! shall have the ultimate responsibility for all costs or expenses incurred or associated with the SOAR! Outreach Program efforts, their creation, production, postage, list rental fees, mail fees, mailing, caging of returns, keypunching or computer services fees. CDR agrees to use its best efforts to continually communicate with SOAR! in order to allow SOAR! to approve costs and expenses in advance, and to maintain an ongoing awareness of the level of anticipated costs and expenses to be incurred.

E. Control and Custody of Contributions. SOAR! shall have exclusive rights to custody and control, management, and the exercise of dominion over any funds donated to it. CDR agrees it will have no access or control over the contributions made to SOAR!. All gross receipts shall be deposited in the name of SOAR! in an account managed by a bank independently selected by SOAR!. Anything in this contract to the contrary is unintended and the parties agree that only SOAR! shall exercise exclusive control, management, and dominion over any funds donated to SOAR!. CDR shall only retain those legal rights available to any vendor or creditor of SOAR!, including those granted in this contract, i.e., after due process, by security interest, or otherwise, to receive or secure any payments due it.

F. Approval of Marketing Materials and Plans. All direct mail materials and plans, including text, lists, quantity to be mailed, etc., prepared and recommended by CDR shall be subject to the final approval of SOAR!. No such material shall be mailed or made available to the public without such approval. No contracts or purchase orders shall be made or issued without such approval. Such approval shall not be unreasonably withheld. Whenever appropriate and cost effective, CDR's requests for final approval will include mock-ups, a budget including all elements of the mailing, lists of lists, faxed or photocopies of bluelines, and copies of any research materials or outreach objectives quoted in the mailing or extensively used by CDR in creating the mailing (if such material was not furnished to CDR by SOAR!). CDR shall include in each proposed mailing a "call to action" appropriate to the topic of that mailing designed to encourage those interested in SOAR! outreach programs to take some action within their community or nationally to educate others about the SOAR! Outreach Program and issues of concern to SOAR! and to take action to solve these issues of concern.

SOAR! shall designate a single representative from its office who will cooperate with CDR in facilitating all necessary approvals related to the execution of the direct mail program. SOAR! initially designates Timothy Hamer as its representative and CDR initially assigns Michael Grace as its representative in these matters.

It is a condition of this agreement that a good faith review of the proposed direct mail materials and plans be undertaken by SOAR! with a reasonable time provided by CDR for such review. Failure to undertake such good faith review shall be deemed a sufficient ground for CDR to rescind this Agreement. Any dispute arising under this provision shall be dealt in accordance with the arbitration provision in Paragraph 13 of this Agreement. SOAR! agrees that its President shall have the authority to provide such approvals and will serve as exclusive liaison with CDR for this purpose. In the event SOAR! approves

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direct mail materials/plans and subsequently withdraws its approval, SOAR! will be responsible to pay out of its operating funds any costs incurred as a result of such withdrawal.

CDR agrees to provide SOAR! with direct mail materials that are believed, in good faith, to be free of factual errors or misleading statements. SOAR! agrees to review all direct mail materials for factual errors and to notify CDR immediately if SOAR! is unable to fulfill promises made or support assertions contained in the proposed direct mail materials. By approving direct mail materials, SOAR! warrants that all representations with respect to the activities of SOAR!, the application of funds and all other statements contained in such materials are true, correct, and not misleading and that SOAR! has had full opportunity to change, make substitutions, or amend such material in any way SOAR! deems best. CDR and SOAR! agree severally and not jointly to abide by any federal or state laws regarding such materials.

G. Cost Allocations. Consistent with the plan of implementation of jointly conducted activities, SOAR! enters into this Agreement for the purpose of engaging in a jointly conducted activity to provide program service information and/or a call to action, and when appropriate, an appeal for public support. As such, SOAR! agrees to allocate as required by the American Institute of Certified Public Accountants (A.I.C.P.A.), in consultation with its Certified Public Accountant, to program services the fees and expenses incurred in producing materials generated under this Agreement, consistent with the provisions of Statement of Position 98-2 issued by the A.I.C.P.A., or any approved successor document.

3. Compensation.

A. Mail fees. As compensation for the non-list services CDR performs hereunder, SOAR! shall pay CDR fees according to the following schedule. SOAR! and CDR agree to meet periodically, no less than quarterly, for the purpose of establishing overall program and financial objectives and estimates to guide CDR in providing advice regarding SOAR!'s mailings and to permit SOAR! to make budgetary projections.

A. *Production and Creative Retainer*

The monthly retainer for CDR's services specified in paragraphs 2, 2A, and 2B of this Agreement are billed each month commencing on the effective date of this Agreement. These fees are for consulting and coordination and do not include the actual production costs, approved by and billed directly to SOAR! by vendors of services such as printing, postage, lettershop, copy etc.

<u>Time Frame</u>	<u>Production Monthly Retainer</u>	<u>Consulting Monthly Retainer</u>	<u>Total Monthly Retainer</u>
July 1, 2003 to June 30, 2004	\$2,750/Month	\$2,750/Month	\$5,500.00/Month

B. *Newsletter Pricing*

CDR will undertake the pricing, ordering and redesign of Newsletters as needed and agreed to by SOAR!!. A fee of \$2,000 per issue will be charged which includes data processing selects, coding and analysis. SOAR! will provide newsletter copy to CDR which has been proofed and is ready for paste-up.

4. Accounting.

A. Proceeds. SOAR! agrees that all revenue from the mailings conducted by SOAR! shall be received by a bank that has been independently selected by SOAR!.

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B. Mailings costs and expenses. Copies of all invoices received from suppliers of goods and services used by CDR in carrying out its obligations hereunder will be submitted to SOAR! for payment. All invoices shall be issued in the name of SOAR! and whenever possible carry the job (mail code) or purchase order number. Payment of all marketing costs and expenses, including but not limited to vendor invoices for purchased services and materials, interest on postage or list prepayment loans, CDR mail fees, and list rental and/or exchange costs, shall be paid by SOAR!. SOAR! shall promptly pay all marketing costs and expenses required hereunder, on an agreed upon periodic basis, no less than monthly. SOAR! shall assume the cost of the housefile list maintenance, caging, data entry and donor acknowledgments, at a vendor facility agreed to by SOAR!. No costs, including creative fees or productions costs, shall be the responsibility of SOAR! except for the actual drop counts for mailings (based on postal form 3602 or 3606 or the equivalent USPS documentation) as ultimately approved by SOAR! and mailed by or on behalf of SOAR! except for the limited circumstances provided in the last sentence of the second paragraph of ¶2.F.

C. Records. SOAR! shall arrange to provide CDR with weekly "batch accounting" and statistics relating to all revenue collected and vendor bills paid to assist SOAR! and CDR in tracking the mail results and the payment of vendor invoices. SOAR! shall have the right to review all invoices and accounts relating to SOAR!'s mailings. Either party hereto shall be entitled to audit or inspect the other party's records during the term of this Agreement and for a period of three years subsequent to the termination or expiration of this Agreement for the purpose of evaluating the performance and activities conducted under this Agreement. Such records and supporting documentation shall include, but not be limited to, all relevant contracts, sub-contracts, and other sub-agreements such as purchase orders. CDR shall permit audit or inspection of records needed by SOAR! or its representative to prepare SOAR!'s audited financial statements in accordance with generally accepted accounting principles and auditing standards. All inspections and audits shall occur during regular business hours and with reasonable notice.

5. Duties of SOAR!.

A. Postal Permit and Tax Exempt Status. During this Agreement, SOAR! shall use its special third class (nonprofit) bulk mailing permit for the Mailings provided that such mailings conform to United States Postal Service (USPS) Regulations. In addition, SOAR! shall conduct its affairs in a manner such that it retains recognition by the Internal Revenue Service as a 501(c)(3) tax exempt corporation and complies with nonprofit postal permit regulations. SOAR! shall direct CDR to mail at its nonprofit permit rate only materials determined by SOAR!, in consultation with its legal counsel, to conform to regulations of the USPS governing matter which may legally be mailed at said rate.

B. Development and Continuity of SOAR!. SOAR! pledges its best faith efforts to seek and use competent professional assistance; create, maintain and service programs consistent with its stated charter and its nonprofit mailing permit and IRS tax exemption; be governed by an independent board of directors that meets on a regular basis; and secure an annual audit by a qualified C.P.A.

6. Ownership of Information and Materials.

A. Proprietary Information. During the term of this Agreement and thereafter, proprietary and/or confidential information of either party will be used solely in connection with fulfillment of obligations pursuant to this Agreement. During the term of this Agreement all copy, graphic designs, and mailing package elements, written and/or designed by CDR, in accordance with the provisions hereof, shall remain the sole and exclusive property of SOAR! and shall not, at any time, be used by CDR without SOAR!'s prior consent. However, any and all graphic designs of SOAR!'s logo, trade name, trademark, or service mark, when created, shall become the exclusive property of SOAR!. CDR agrees that it will

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not use the registered trademarks, service marks, logo, name, or any other proprietary designations of SOAR! without its prior written consent, nor will CDR acquire any right or license in or to any trademarks, service marks, logo, name, or any other proprietary designations belonging to SOAR!.

B. Ownership of Housefile. SOAR! shall, at all times before, during and after this Agreement, own the list of respondents to its Outreach Program activities (hereinafter the "housefile").

CDR through NFL, at the request, on behalf and with approval of SOAR!, and always in a consulting and advisory capacity, shall rent or exchange SOAR! housefile names to third parties. SOAR!'s list owner's list rental net income shall be forwarded to SOAR! if SOAR! decides to rent its list.

7. Warranty.

Each party represents and warrants to the other, as a material inducement to enter into this Agreement, that it has the full and unrestricted right and authority to enter into this Agreement. Each party represents that it has no contractual or other relationships that would in any way impede or affect, or be inconsistent with or contrary to the terms of this Agreement. Each party agrees to indemnify and save the other harmless from any claim, demand, loss or damage which may arise as a result of any breach of this representation and warranty.

By their signatures hereto, and as evidenced by a resolution attached hereto, SOAR! further represents to CDR that this Agreement has been reviewed and approved by the Board of Directors of SOAR! and is signed by two individuals who are acting at the direction of that Board.

CDR represents and warrants to SOAR! that there is: (a) no pending, or, to the knowledge of CDR, based on reasonable inquiry, threatened or imminent action, proceeding, governmental investigation, claim or prosecution by, against or involving CDR before any court, administrative agency, or arbitrator, and (b) no injunction, order or decree of any court or administrative agency to which CDR is subject. CDR is not aware of any pending, or imminent change in law, or other proceeding, which will materially and adversely affect its ability to perform under this agreement. There is no other litigation or proceeding pending, or to the knowledge of CDR, threatened, against or relating to CDR, nor does CDR know of or have reasonable grounds to know of any basis for any such action or proceeding.

SOAR! represents and warrants to CDR that there is: (a) no pending, or, to the knowledge of SOAR!, based on reasonable inquiry, threatened or imminent action, proceeding, governmental investigation, claim or prosecution by, against or involving SOAR! before any court, administrative agency, or arbitrator, and (b) no injunction, order or decree of any court or administrative agency to which SOAR! is subject. SOAR! is not aware of any pending, or imminent change in law, or other proceeding, which will materially and adversely affect its ability to perform under this agreement. There is no other litigation or proceeding pending, or to the knowledge of SOAR!, threatened, against or relating to SOAR!, nor does SOAR! know of or have reasonable grounds to know of any basis for any such action or proceeding.

8. Term, Termination, and Cancellation.

A. Term. This Agreement commences on July 1, 2003 and continues for a term of one year ending on June 30, 2004. Services performed under this contract do not commence until both Creative Direct Response and SOAR! are properly registered in and all requirements have been met in each state requiring such registration. In the event that there are cancellation or termination provisions in Paragraph 15 of this Agreement as result of the regulation of charities by various states, such provisions supersede

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the provisions of this paragraph only to the extent necessary to comply with state law and only with regard to activities of SOAR! and CDR within that state or as governed by that state's law.

B. Termination/Cancellation. Each party agrees that this agreement can be cancelled by either party upon sixty (60) days written notice and all bills being paid in full.

C. Continuation. Due to the short duration of this agreement and the long lead times of the work CDR performs, there will be an automatic extension of this agreement if CDR is not notified in writing on or before March 31, 2004 of SOARS! decision not to continue the contract. Nothing in this extension prohibits CDR from raising their fees in subsequent years of the contract.

9. Indemnification.

CDR agrees to indemnify and hold harmless SOAR!, its affiliates and subsidiaries, officers, directors, employees, and agents from and against any and all losses, damages, or expenses (including reasonable attorney's fees) caused by any act or failure to act by CDR, its officers, agents, representatives or employees in violation of this Agreement or in violation of any applicable law, rule, or regulation, provided that SOAR! has not contributed to or knowingly compounded such act or failure to act.

SOAR! agrees to indemnify and hold harmless CDR, its affiliates and subsidiaries, officers, directors, employees, and agents from and against any and all losses, damages, or expenses (including reasonable attorney's fees) caused by any act or failure to act by SOAR!, its officers, agents, representatives or employees in violation of this Agreement or in violation of any applicable law, rule, or regulation, provided that CDR has not contributed to or knowingly compounded such act or failure to act.

10. Contracts.

Notwithstanding the authority delegated to CDR by SOAR! under this Agreement, CDR may not enter into, renew, or modify any contractual agreement with any third party, in connection with the Mailings conducted hereunder, until CDR has disclosed the terms thereof to SOAR!, which retains the authority to approve or disapprove any such agreement, renewal, or modification. However, CDR may enter into successive, routine printing, list rental or exchange, or similar mailing, production, and service contracts under general guidelines and standard terms agreed to by it and SOAR! to facilitate efficient operation of the Mailings.

11. State and Federal Fundraising Regulation.

A. General.

SOAR! and CDR agree to comply with all requirements of state and federal law relating to the fundraising activities to be conducted hereunder, including all applicable statutes, rules, and regulations of which each has knowledge. Each party represents and warrants that it will severally and not jointly maintain, at its own expense, all federal or state licenses, certificates, authorizations, bonds, and permits necessary to carry out its obligations under this Agreement. The parties agree to sign contract addenda and various state forms from time to time as is reasonably necessary to comply with changing state fundraising regulations.

B. Definitions.

Definitions have been provided as an addendum to this contract. Additional information is provided for state regulatory purposes only as an addendum to this contract. This information may vary from time to time and involves registration numbers for various states, and therefore is unsigned.

C. New York State Requirements.

1. *SOAR! right to cancel this contract:* It is understood by both parties that SOAR! has the right under New York State law to cancel this contract and that SOAR! does not have to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between the parties. Therefore, SOAR! may cancel this contract without cost, penalty or liability if SOAR! notifies CDR in writing as provided below.

2. *Period during which contract may be canceled:* CDR is registered with the New York State Office of the Attorney General, Charities Bureau, SOAR! may cancel this contract at any time up to and including the fifteenth day after this contract was filed by CDR with the New York State Office of the Attorney General, Charities Bureau.

3. *Procedure for canceling this contract:* SOAR! may cancel this contract by giving CDR written notice of cancellation. This notice can be in the form of a letter indicating that SOAR! does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to CDR at 1682 Village Green, Crofton, Maryland 21114. SOAR! must also mail a duplicate copy of the notice of cancellation to the Office of the Attorney General, Charities Bureau, The Capitol, Albany, New York 12224.

4. *When the cancellation is effective:* If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to CDR. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage pre-paid, in a mail box.

5. *Financial Agreement:* As required by the New York State Executive Law and 13 NYCRR Part 111, the parties further agree to the following financial arrangement. The costs per unit for the services described in Paragraph 2 are in accordance with the Schedule provided in Paragraph 3. The projected number of units is initial test quantities of 200,000 to 400,000 letters with additional quantities that can only be projected after initial testing.

D. Maryland Requirements.

SOAR! shall forward to CDR, prior to the commencement of services, a copy of the agreement with SOAR!'s caging contractor for filing with the state of Maryland as required by statute. SOAR! shall have the right to select or substitute vendors of its own choosing for mailings made into the state of Maryland.

E. Oregon Requirements.

The term of this Agreement shall be as stated above except in Oregon and other states where such a term is not permitted or is presumed to be not in good faith. In those states, the term shall be two years, automatically renewable for succeeding two year terms unless notice of termination is provided 90 days prior to the end of any two year term.

F. Pennsylvania Requirements.

Pennsylvania requires the filing of this contract 10 business days before services commence. Therefore, this agreement shall not be effective in the Commonwealth of Pennsylvania until 10 business days after the filing of a copy of this contract with the Secretary of State of the Commonwealth of Pennsylvania.

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12. Applicable Law.

This Agreement shall be construed and governed by the laws of the State of Maryland.

13. Arbitration.

In the event there is a disagreement between the parties as to interpretation of or compliance with any of the provisions of this Agreement, and the dispute is unable to be resolved by them, it shall be resolved in accordance with the rules of the commercial panel of the American Arbitration Association with the exception that discovery shall be conducted pursuant to the Federal Rules of Civil Procedure. The arbitration panel shall provide findings of fact and conclusions of law regarding any dispute submitted to arbitration. The hearing site shall be in the Washington, DC metropolitan area and any judgment or award may be submitted for confirmation by a competent court of the District of Columbia, with the decision to be binding upon the parties. The Agreement shall be interpreted pursuant to the law of the District of Columbia. The substantially losing party of the Arbitration shall be responsible for the costs of: said Arbitration, the enforcement of any judgment, the fee of the Arbitrator(s), the Arbitration filing fee, deposition costs and any other reasonable and necessary expenses, including payment of reasonable attorney fees of the prevailing party.

14. Reformation and Severability Clause.

It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws of each jurisdiction in which enforcement is sought. Accordingly, if any provision of this Agreement shall be determined to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended, to delete or modify, as necessary, the invalid or unenforceable provisions, or portion thereof, in order to render valid and enforceable all remaining provisions of the Agreement. Such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such invalid or unenforceable provision never had been inserted in this Agreement.

15. Confidentiality.

All information relating to this Agreement shall be held in confidence by SOAR! and CDR and shall not be divulged without mutual written consent except as required by law. It is understood and agreed that certain information will be provided by the parties to agencies of state and federal government to comply with regular filings, reporting requirements, and formal requests.

16. Notice of Default and Time to Cure.

In the event there is an actual default or violation of this Agreement by either party, the other party upon learning of such default or violation shall provide notice thereof to the party in default or violation. The party in default or violation shall then have fifteen days in which to cure the default or violation. If the default or violation is not cured within thirty days, this Agreement may be deemed by the not defaulting or violating party to have been breached.

17. Accumulation of File of Interested Individuals.

SOAR! acknowledges that it has been advised by CDR of the nature of expense which tax exempt organizations commonly incur in the accumulation of a file which identifies interested individuals who

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are perceived to have an interest in the program service of SOAR!. SOAR! acknowledges that the initial cost of accumulating such a file may exceed the proceeds realized. SOAR! further acknowledges that decisions as to selection of packages, timing, lists, scientific developments, current affairs, recession, inflation and other unknown developments may have an unforeseen impact on the success of any program.

18. Waiver.

No provision of this Agreement may be waived except by an agreement in writing signed by a senior officer of the waiving party. A waiver of any provision of this Agreement shall not operate as a waiver of any other provision of this Agreement. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate as a waiver of any subsequent breach by the other party.

19. All Prior Agreements Superseded.

This Agreement supersedes all prior oral or written agreements and understandings between the parties. No modification, addition, termination, discharge or waiver of any provisions of this Agreement shall be binding unless in writing and signed by the party against which the same is sought to be enforced.

20. Miscellaneous Provisions.

The Paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Any notice or other communication between SOAR! and CDR concerning or required under this Agreement shall be in writing and shall be sent by certified, registered, or first class U.S. Mail, at the addresses listed in the preface to this Agreement or at such other address as either of them may hereafter specify by such notice to the other:

This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement binding on both parties.

Paragraphs 4C, 6, 9, 13, 15 and such other terms of this Agreement shall survive its termination for the duration and to the extent necessary to effectuate the intentions of the parties as expressed herein.

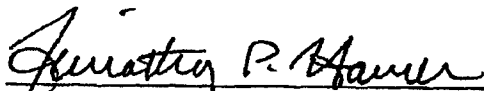
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SUPPORT OUR AGING RELIGIOUS, INC.

By:



Timothy Hamer, President

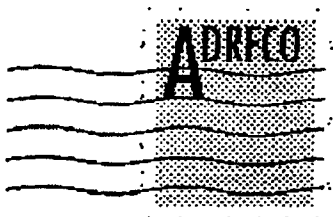
Date: 6-25-03

Authorized Officer of the Corporation

Date: 6-25-03

CREATIVE DIRECT RESPONSE, INC.

By:

RAYMOND A. GRACE GEOFFREY W. PETERS
Its President EXECUTIVE VICE PRESIDENTDate: 6-25-03

© 2002 CREATIVE DIRECT RESPONSE, Inc. This contract is a confidential document intended for your exclusive review, and should also be reviewed by your legal counsel. We will protect our copyright.

CREATIVE DIRECT RESPONSE, Inc. is a founding member of the Association for Direct Response Fundraising Counsel and rigorously subscribes to and abides by their ethical standards.

Standard Direct Mail Industry Definitions

- A. Caging - The receiving and opening of mail that results from Donor Acquisition or Contributor File mailings. The recording, receipting, depositing and acknowledging of the responses received.
- B. Housefile - Any mailing list containing information pertaining to individuals, firms, associations, or corporations which have responded by evidencing a continuing interest in the program service of the client as a result of a contact made by direct or indirect efforts of agency, or in connection with services rendered by the agency to the client pursuant to this Agreement or as otherwise provided in this Agreement.
- C. Closed Mail Code - A mail code closes approximately 60 days after the mail is "dropped." At that time a final accounting is made regarding that mail code.
- D. Direct Mail Costs - Including, but not limited to, artwork, typesetting, printing, shipping, delivery service, mail house fees, outgoing postage, business reply postage, caging expenses, escrow or disbursement agent charges, bank service charges, thank you letters, premiums, prizes, gifts, mail monitoring service, permits and licenses, list rental, photography, research, copy writing, design, keypunching and key verification of contributor and noncontributor records, material and document storage, computer file maintenance, the posting of changes, additions and deletions to the computer file, preparing computer management information reports, rosters, the agency's production and creative fees. It does not include the cost of any services the client decides to provide to donors, volunteers or members acquired from these efforts.
- E. Acquisition - The process of identifying individuals, firms, associations or corporations which are believed to have a preconceived interest in the program service of the client, but who have not yet affirmatively expressed the same.
- F. Escrow Agent - Agent appointed by client to confirm deposits, account for and/or disburse funds to the Client, the agency, and vendors. The actual bank account is referred to as the Escrow Account.
- G. Exchange - An arrangement whereby two parties exchange equally valued quantities of mailing list names.
- H. Follow-up Correspondence - The mailing of thank you letters, free material and other items that have been offered to the public.
- I. List Owner's Income - The net revenue resulting from the rental of a housefile or mailing list after subtracting all costs including brokerage commissions, computer costs, handling and shipping costs and after adjustments for any net name or merge-purge agreements incorporated in the original rental agreement.
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Standard Direct Mail Industry Definitions

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- J. Professional Fundraising Counsel (PFC) - An organization, described in many state statutes, which for compensation plans, conducts, manages, carries on, advises or acts as a consultant in connection with soliciting contributions for a charitable organization but which actually solicits no contributions as a part of such service, and which does not collect or receive contributions or employ others to collect or receive contributions on behalf of a charitable client. The agency is a Professional Fundraising Counsel.
- K. Mail Code - Segment of a mailing sent to specific prospects or prior donors. The purpose of a mail code is to separately track results from portions of a mailing.
- L. Mail Fee - Any fee paid to the agency for the planning, development and supervision of the client's fundraising and education programs.
- M. Appeals - The process of making contact with those who in the past have expressed an interest in the program service of SOAR! and those who are perceived to have such an interest, but have not yet expressed the same.
- N. Pledge Acknowledgment - A mailing sent to any person to acknowledge or collect a pledge of funds whether such pledge is solicited via TV, radio, space in publications or through telephone.
- O. Direct Mail Materials - Letters, envelopes, flyers, brochures, and other actual or proposed materials that will be or have been placed into the mail to individuals.
- P. White Mail - Donor mail received for caging without a response card or mail code.